

# Exhibit G

1 UNITED STATES DISTRICT COURT  
2 WESTERN DISTRICT OF NEW YORK  
3  
4

5 - - - - - X  
6 IN RE: FISHER-PRICE ROCK 'N 19MD2903  
7 PLAY SLEEPER MARKETING SALES  
8 PRACTICES, AND PRODUCTS Rochester, New York  
September 16, 2019  
LIABILITY LITIGATION, ) 10:00 a.m.  
9 - - - - - X  
**Initial Conference**

10 TRANSCRIPT OF PROCEEDINGS  
11 BEFORE THE HONORABLE GEOFFREY CRAWFORD  
12 UNITED STATES DISTRICT JUDGE

13 TERRENCE M. CONNORS, ESQ.  
14 KATE G. HOWARD, ESQ.  
15 Connors LLP  
1000 Liberty Building  
Buffalo, New York 14202  
**Plaintiff's Liaison Counsel**

16 DEMET BASAR, ESQ.  
17 DANIEL TEPPER, ESQ.  
18 Wolf, Haldenstein, Adler, Freeman & Herz, LLP  
270 Madison Avenue  
New York, New York 10016  
**Interim Class Counsel**

19 JONATHAN A. SORKOWITZ, ESQ.  
20 Pierce, Bainbridge, Beck, Price & Hecht, LLP  
277 Park Avenue, 45th Floor  
New York, New York, 10172  
**Plaintiff's Executive Committee**

22  
23  
24 COURT REPORTER: Karen J. Bush, Official Court Reporter  
25 (585) 613-4312  
100 State Street  
Rochester, New York 14614

in re: Rock 'n Play Sleeper Marketing Sales Practices, Products Liability  
2 say that their product was dangerous and defective. It would  
3 be -- help me out, Mr. De Recat. You would agree, for purposes  
4 of class certification, issues related to the dangerousness of  
5 the product are not relevant to the class certification  
6 question?

7 MR. DE RECAT: Yes, sir.

8 THE COURT: Like that.

9 MR. DE RECAT: Yes, yes, that would be saved for  
10 merit discovery and litigation.

11 THE COURT: And that would be saved for merits  
12 determination and you're totally free to defend the product on  
13 safety grounds or lack of knowledge of the company, of the  
14 danger risk, whatever it is down the road and you're not -- he  
15 is going to need -- what is fair? Nothing happens in December.  
16 Six months you get everybody deposed?

17 MR. DE RECAT: Please.

18 THE COURT: And you're not helpless during that  
19 period, either. You can get whatever discovery that you need  
20 that is fairly related to what I think is the limited class  
21 certification issue of were these client consumer experiences  
22 so different that they can't be linked together in the same  
23 class because everybody had a different subjective expectation  
24 regarding the safety and use of the product and everybody had a  
25 different family routine for when the infant was placed in the

in re: Rock 'n Play Sleeper Marketing Sales Practices, Products Liability  
product, questions like that.

MS. BASAR: Correct, your Honor. But, you know, I just want to have some clarity from your Honor and also Defense Counsel. If they stipulate we want to establish everything that we would need to demonstrate to the court --

THE COURT: Right.

MS. BASAR: For predominance, and that depends on different questions, the different claims that we've raised as well. And we've been focusing on the consumer protection claims. And for that, we would need, you know, a stipulation or we would need to establish that whatever representations were made, are material. If Defendants agree, stipulate to that, that, obviously, would, you know, help move the class certification process.

THE COURT: By representations, you mean advertisements?

MS. BASAR: Correct. And if they say it was common across the board, if damages could be calculated on a class-wide basis across the board. And if they just narrow it, as your Honor has said, to what Plaintiffs knew, how they used the product, that's fine. But we likely would, you know, unless they stipulate that every single issue that might come up, you know, can be established on a common basis, and it would be predominant, we've met predominance on commonality, et